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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 ASHA DANIELS, an Individual;

12 Plaintiff,

13
14 vs.

15 BIG GRRRL BIG TOURING, INC., a
16 Delaware Corporation; CAPS
17 PAYROLL, an unknown California
18 Business Organization; MELISSA
19 JEFFERSON (aka "LIZZO"), as an
20 Individual; CARLINA GUGLIOTTA, as
21 an Individual; AMANDA NOMURA, as
22 an Individual, and DOES 1 through 10,
23 inclusive,

24 Defendants.
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Case No. 2:24-cv-03571 FLA (PVCx)

**STIPULATED PROTECTIVE
ORDER**

1 **1. A. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential, proprietary
3 or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
5 parties hereby stipulate to and petition the Court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket
7 protections on all disclosures or responses to discovery and that the protection it affords
8 from public disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles. The parties
10 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
11 Order does not entitle them to file confidential information under seal; Civil Local Rule
12 79-5 sets forth the procedures that must be followed and the standards that will be
13 applied when a party seeks permission from the court to file material under seal.

14 **B. GOOD CAUSE STATEMENT**

15 This action is likely to involve valuable commercial, financial, and/or proprietary
16 information for which special protection from public disclosure and from use for any
17 purpose other than prosecution of this action is warranted. Such confidential and
18 proprietary materials and information consist of, among other things, confidential
19 business information, confidential financial information (business or personal),
20 information regarding confidential business practices, commercial information
21 (including information implicating privacy rights of third parties), sensitive and private
22 confidential information regarding public figures, transcripts and audio-visual recordings
23 of depositions of parties and third parties, individual personally identifiable information,
24 and information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes, court
26 rules, case decisions, or common law. Accordingly, to expedite the flow of information,
27 to facilitate the prompt resolution of disputes over confidentiality of discovery materials,
28 to adequately protect information the parties are entitled to keep confidential, to ensure

1 that the parties are permitted reasonable necessary uses of such material in preparation
2 for and in the conduct of trial, to address their handling at the end of the litigation, and to
3 serve the ends of justice, a protective order for such information is justified in this
4 matter. It is the intent of the parties that information will not be designated as
5 confidential for tactical reasons and that nothing be so designated without a good faith
6 belief that it has been maintained in a confidential, non-public manner, and there is good
7 cause why it should not be part of the public record of this case.

8 9 **2. DEFINITIONS**

10 2.1 Action: *Asha Daniels v. Big Grrrl Big Touring, et al., United States District*
11 *Court Case No. 2:24-CV-03571-FLA (PVCx).*

12 2.2 Challenging Party: A Party or Non-Party that challenges the designation of
13 information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of how
15 it is generated, stored or maintained) or tangible things that qualify for protection under
16 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
17 Statement.

18 2.4 Counsel: Counsel of Record and Other Outside Counsel (as well as their
19 support staff).

20 2.5 Counsel of Record: Attorneys who are not employees of a party to this
21 Action but are retained to represent or advise a party to this Action and have appeared in
22 this Action on behalf of that party or are affiliated with a law firm that has appeared on
23 behalf of that party, and includes support staff.

24 2.6 Designating Party: A Party or Non-Party that designates information or
25 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

26 2.7 Disclosure or Discovery Material: All items or information, regardless of
27 the medium or manner in which it is generated, stored, or maintained (including, among
28 other things, testimony, transcripts, and tangible things), that are produced or

1 generated in disclosures or responses to discovery in this matter.

2 2.8 Expert: A person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
4 expert witness or as a consultant in this Action.

5 2.9 Non-Party: Any natural person, partnership, corporation, association or
6 other legal entity not named as a Party to this action.

7 2.10 Other Outside Counsel: attorneys who are not employees of a party to this
8 Action but are retained to represent or advise a party to this Action with respect to the
9 subject matter of this Action, and includes support staff.

10 2.11 Party: Any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Counsel of Record (and their support
12 staffs).

13 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
14 Discovery Material in this Action.

15 2.13 Professional Vendors: Persons or entities that provide litigation support
16 services (*e.g.*, photocopying, videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
18 their employees and subcontractors.

19 2.14 Protected Material: Any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL.”

21 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
22 from a Producing Party.

23
24 **3. SCOPE**

25 The protections conferred by this Stipulation and Order cover not only Protected
26 Material (as defined above), but also (1) any information copied or extracted from
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
28

1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the trial
4 judge. This Order does not govern the use of Protected Material at trial.

7 **4. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
10 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
11 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
12 and (2) final judgment herein after the completion and exhaustion of all appeals,
13 rehearings, remands, trials, or reviews of this Action, including the time limits for filing
14 any motions or applications for extension of time pursuant to applicable law.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

18 Each Party or Non-Party that designates information or items for protection under
19 this Order must take care to limit any such designation to specific material that qualifies
20 under the appropriate standards. The Designating Party must designate for protection
21 only those parts of material, documents, items or oral or written communications that
22 qualify so that other portions of the material, documents, items or communications for
23 which protection is not warranted are not swept unjustifiably within the ambit of this
24 Order.

25 Mass, indiscriminate or routinized designations are prohibited. Designations that
26 are shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*,
27 to unnecessarily encumber the case development process or to impose unnecessary
28 expenses and burdens on other parties) may expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
6 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
7 must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) For information in documentary form (*e.g.*, paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix at a minimum, the legend
12 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
13 contains protected material. If only a portion of the material on a page qualifies for
14 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*,
15 by making appropriate markings in the margins).

16 A Party or Non-Party that makes original documents available for inspection need
17 not designate them for protection until after the inspecting Party has indicated which
18 documents it would like copied and produced. During the inspection and before the
19 designation, all of the material made available for inspection shall be deemed
20 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
21 copied and produced, the Producing Party must determine which documents, or portions
22 thereof, qualify for protection under this Order. Then, before producing the specified
23 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
24 that contains Protected Material. If only a portion of the material on a page qualifies for
25 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*,
26 by making appropriate markings in the margins).

27 (b) For testimony given in depositions that the Designating Party identifies
28 the Disclosure or Discovery Material on the record, before the close of the deposition all

1 protected testimony. Alternatively, a Designating Party may designate the entirety of the
2 deposition transcript as “CONFIDENTIAL,” but only if the Designating Party agrees on
3 the record to de-designate, within thirty (30) days of receipt of the transcript, those
4 portions of the transcript that do not qualify in good faith as “CONFIDENTIAL.”

5 (c) For testimony given in video depositions, it is expressly agreed that
6 video depositions in this Action (“Videos”) are hereby designated as
7 “CONFIDENTIAL.” In the case of each Video of any deposition, the notation
8 “CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER” shall be affixed to the
9 outside of each original and copy of the medium or its container so as to clearly give
10 notice of the designation. In addition, each container for the Videos shall have affixed to
11 its exterior the following prominent and conspicuous legend:

12 “THIS VIDEO CONTAINS CONFIDENTIAL
13 INFORMATION SUBJECT TO A PROTECTIVE ORDER.
14 UNAUTHORIZED ACCESS TO, USE OF, OR
15 DISCLOSURE OF ANY PART OF THIS VIDEO OR ANY
16 OF ITS CONTENTS IS A VIOLATION OF A COURT
17 ORDER.”

18 The Videos shall be kept by Counsel for the Parties in a secure location in their
19 office(s). For the avoidance of any doubt, the Videos shall not be disclosed,
20 disseminated, posted on the internet or otherwise released or provided directly or
21 indirectly, in whole or in part, to the media, including without limitation all of the
22 following: news outlets, journalists, media organizations, newspapers, periodicals,
23 magazines, publishers, publications, television stations, radio stations, tabloids, internet
24 service providers, databases, blogs, internet social networks (*e.g.*, Twitter, Facebook,
25 Instagram, Tumblr, Snapchat, MySpace, etc.), podcasts, publishers, databases, internet
26 publications, and any other person or enterprise involved in the print, wire, internet or
27 electronic media (all collectively referred to herein as the “Media”). The Parties agree
28 that, absent Court order, the Videos may only be used at trial in this Action or in support

1 of substantive motions filed in this Action, including but not limited to motions for
2 summary judgment.

3 (d) For information produced in some form other than documentary and for
4 any other tangible items, that the Producing Party affix in a prominent place on the
5 exterior of the container or containers in which the information is stored the legend
6 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
7 the Producing Party, to the extent practicable, shall identify the protected portion(s).

8 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
9 failure to designate qualified information or items does not, standing alone, waive the
10 Designating Party’s right to secure protection under this Order for such material. Upon
11 timely correction of a designation, the Receiving Party must make reasonable efforts to
12 assure that the material is treated in accordance with the provisions of this Order.

13 14 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

15 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
16 designation of confidentiality at any time that is consistent with the Court’s Scheduling
17 Order.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
19 resolution process under Local Rule 37-1, *et seq.*

20 6.3 The burden of persuasion in any such challenge proceeding shall be on the
21 Designating Party. Frivolous challenges, and those made for an improper purpose (*e.g.*,
22 to harass or impose unnecessary expenses and burdens on other parties) may expose the
23 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
24 the confidentiality designation, all parties shall continue to afford the material in
25 question the level of protection to which it is entitled under the Producing Party’s
26 designation until the Court rules on the challenge.

27 28 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

1 7.1 Basic Principles. A Receiving Party may use Protected Material that is
2 disclosed or produced by another Party or by a Non-Party in connection with this Action
3 only for prosecuting, defending or attempting to settle this Action. Such Protected
4 Material may be disclosed only to the categories of persons and under the conditions
5 described in this Order. When the Action has been terminated, a Receiving Party must
6 comply with the provisions of section 13 below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a
8 location and in a secure manner that ensures that access is limited to the persons
9 authorized under this Order.

10 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
11 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
12 may disclose any information or item designated “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Counsel of Record in this Action, as well as
14 employees of said Counsel of Record to whom it is reasonably necessary to disclose the
15 information for this Action;

16 (b) the officers, directors, and employees of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action;

18 (c) the Receiving Party’s Other Outside Counsel, as well as employees of
19 said Other Outside Counsel to whom it is reasonably necessary to disclose the
20 information for this Action;

21 (d) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (e) the court and its personnel;

25 (f) court reporters and their staff;

26 (g) professional jury or trial consultants, mock jurors, and Professional
27 Vendors to whom disclosure is reasonably necessary for this Action and who have
28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(i) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served with the
 2 subpoena or court order shall not produce any information designated in this action as
 3 “CONFIDENTIAL” before a determination by the court from which the subpoena or
 4 order issued, unless the Party has obtained the Designating Party’s permission. The
 5 Designating Party shall bear the burden and expense of seeking protection in that court
 6 of its confidential material and nothing in these provisions should be construed as
 7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
 8 from another court.

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 10 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 11 **PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a
 13 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 14 produced by Non-Parties in connection with this litigation is protected by the remedies
 15 and relief provided by this Order. Nothing in these provisions should be construed as
 16 prohibiting a Non-Party from seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request, to
 18 produce a Non-Party’s confidential information in its possession, and the Party is subject
 19 to an agreement with the Non-Party not to produce the Non-Party’s confidential
 20 information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the Non-
 22 Party that some or all of the information requested is subject to a confidentiality
 23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated
 25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the
 28 Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information

covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 30 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 30-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2)

1 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
2 summaries or any other format reproducing or capturing any of the Protected Material.
3 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
4 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
5 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
6 consultant and expert work product, even if such materials contain Protected Material.
7 Any such archival copies that contain or constitute Protected Material remain subject to
8 this Protective Order as set forth in Section 4 (DURATION).

9
10 **14. VIOLATION**

11 Any violation of this Order may be punished by appropriate measures including,
12 without limitation, contempt proceedings and/or monetary sanctions.

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14 **FOR GOOD CAUSE SHOWN BY THE PARTIES' STIPULATION, IT IS**
15 **SO ORDERED.**

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18 DATED: July 10, 2024


19 
20 _____
21 HON. PEDRO V. CASTILLO
22 United States Magistrate Judge
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EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
 _____ [print or type full address],
 declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for the
 Central District of California on _____ in the case of *Asha Daniels v. Big Grrrl Big
 Touring, et al.*, United States District Court Case No. 2:24-CV-03571-FLA (PVCx). I
 agree to comply with and to be bound by all the terms of this Stipulated Protective Order
 and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I will not
 disclose in any manner any information or item that is subject to this Stipulated
 Protective Order to any person or entity except in strict compliance with the provisions
 of this Order. I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action. I hereby appoint _____ [print or type full
 name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____